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25 April 1975

Response to Petition Seeking Relief
From Key Building Parking Fee Increases

1. The petition addressed to CIA component administrative officers in Key Building, protesting the Lessor's planned parking rate increase, has been referred to the undersigned for comment. The purpose of this memo is to explain U.S. Government policy on providing cost-free parking in General Services Administration (GSA) leased buildings in the Metropolitan Washington area, to respond to specific issues concerning the Key Building, and to provide clarifying information concerning the Key Building lease.

2. The Agency's management has always been acutely aware of obvious inequities in parking facilities for our employees located in the Rosslyn area. There is a long history of unsuccessful attempts to alleviate the financial burden the Rosslyn area employees suffer as a result of parking fees. We recognize that there is little solace in knowing that other Federal employees working in the District of Columbia suffer even more serious financial burdens in that they are required to pay parking fees costing, in many cases, double that of the Rosslyn area. Although Agency management remains sympathetic and sensitive to the financial burden our Rosslyn area employees must bear in paying for commercial parking, U.S. Government policy on employee parking in leased buildings does not allow unilateral action by individual Federal agencies to provide relief in this area. Paragraph 3 below outlines the conditions under which GSA may lease parking facilities for Federal employees. We would like to reassure all employees that CIA has fully explored all the stipulated conditions and has been unable to provide the required justification that would permit GSA lease of employee parking facilities in Rosslyn.

3. U.S. GOVERNMENT POLICY ON EMPLOYEE PARKING IN LEASED BUILDINGS: GSA, being the official U.S. Government housekeeper and landlord, negotiates the lease with the Lessor. Generally, GSA does not have authority to lease parking facilities for Federal employees. However, under certain conditions and circumstances, parking may be leased by GSA in connection with the leasing of space to be assigned to Federal agencies. Some of the conditions under which parking may be leased by GSA and furnished to employees are as follows:

a. Where an analysis of alternate offers received from a prospective Lessor in response to an Invitation for Bids or a Solicitation for Offers shows that the amount of the offer, including the specified employee parking, is not greater than the offer without parking. (This was the case in the lease of the [REDACTED] area and in our initial lease at 1000 North Glebe, the Broyhill Building.)

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b. Where local ordinances or zoning laws require a building to provide off-street parking for tenants and visitors to the building and such ordinances or laws require, in effect, that the cost of parking be included in the rental for the office space.

c. In April 1968, GSA, acting on the Comptroller General's favorable decision to provide (under certain circumstances) parking facilities for Federal employees, amended the Federal Property Management Regulations (FPMR)--PBS 7030.2B--which, in effect, liberalized regulations concerning parking facilities for privately owned vehicles of Federal employees. However, in March 1971, Office of Management and Budget (OMB) advised the Administrator, GSA, that, since there was no overall Executive Branch policy to guide agencies in this matter, GSA was to withhold action on agency requests for cost-free employee parking until a Government-wide policy was established. The effect of this OMB letter was to impose a general Government-wide freeze on providing parking facilities for employees of the Federal agencies.

d. Exceptions to the OMB freeze have been made only when the head of a Federal department or agency has certified that the unavailability of parking spaces for specific employees would significantly impair the operational efficiency of the Federal activity. Factors to be considered in making this determination include daily hours of employment, regular and overtime; the adequacy of public transportation during regular and overtime hours of work with respect to frequency, time in transit, and cost; the necessity for leasing parking at a location where public transportation is inadequate; the amount of on- and off-street parking available in reasonable proximity to the leased space; the cost of off-street parking and the impact the additional demand by employees will have on such parking in terms of added cost or availability; and other factors considered relevant to the particular lease situation.

e. For individuals who may be interested in pursuing a detailed review of publications relating to U.S. Government policy on employee parking, copies of GSA FPMR's and Orders on vehicle parking facilities are available in Real Estate and Construction Division, Office of Logistics, Room 936, Ames Center Building.

f. As stated in paragraph 2 above, Agency management has, on several occasions, since the OMB freeze, reviewed all the factors involved in our parking problems in Rosslyn against the

criteria established for exceptions to the OMB freeze. In again discussing this subject with senior officials in GSA on 24 April 1975, it was jointly concluded that conditions in Rosslyn would not warrant the exceptional practice of Government leased parking for employees' use. During these discussions, GSA officials advised that there were only a very few exceptions made on a nationwide basis, and a minority of these were in the Metropolitan Washington area. Specifically, there were no exceptions in Rosslyn. The bases for exceptions that have been made were either the establishment of a temporary Government commission (with employees drawn from various agencies) or, in one instance, a mandatory move of an agency component to a temporary facility, pending secondary relocation to a consolidated Government building.

4. With regard to some of the specific points raised in the petition, it should be noted that the parking areas in Rosslyn area leased buildings, except for official parking spaces which are included in the lease, are owned and under the control of the Lessor. The rates for parking in the Key Building are set by Charles E. Smith Company (CESC) and are not controlled by GSA or the Agency. A survey of GSA-leased buildings in the area discloses the following parking rates per month:

Key Building, after 1 May 1975		\$20	-	\$30
Ames Building		\$20	-	\$25
Magazine Building		\$22.50	-	\$30
Pomponio Plaza		\$30	-	\$35
Architect Building		\$25	-	\$30
Pomponio Plaza East		\$25	-	\$30
Commonwealth Building		\$30	-	\$35
Nash Street Building, after 1 May 1975		\$33	-	\$36
(Foreign Service)				

The smaller rates are charged for small cars and less desirable spaces. A spokesman for CESC states, "The rates for parking in the Key Building have not been increased since 1968. The cost of electricity for lighting the garage, labor for cleaning and maintaining the garage, and the real estate taxes have increased drastically."


5. The petition suggests that the Agency is the "fee collecting intermediary" in parking transactions. While it is true that administrative offices of many components provide a collecting and payment service for their employees, that service is provided as a personal convenience only and is not an official responsibility of those offices. From the standpoint of saving employee time in making parking rental payments, it is a worthwhile service but does not preclude an employee's handling his own transactions with the Lessor as many continue to do.

6. Each of our outlying buildings has a certain number of "official parking" spaces for the use of couriers, security police, and official visitors from other buildings or agencies. These are operational requirements and are appropriately provided at Agency expense (the January 1975 renewal of leases on these official parking spaces reflected a rate increase from \$25 to \$28).

7. Since most of the questions raised in the petition concern the lease of Key Building space, the following is offered as clarification. The Agency does not directly lease space from CESC but does so through GSA. GSA, being the official U.S. Government housekeeper and landlord, negotiates the lease with the Lessor. The terms of the lease are available in the GSA Rosslyn Field Office Building Manager's office, Room 126, Architect Building, Wilson Boulevard, Arlington, Virginia; however, some of the more important provisions are cited. The present lease for the Key Building was negotiated for a period from 1 January 1975 to 31 December 1980 for 5 years at a price of \$5.49 per square foot as compared to \$4.07 per square foot under the earlier lease (an increase of 33 percent). That rate covers the rental of all office and special-purpose space occupied by the Agency, plus such items as janitor service, water, air conditioning, etc. It excludes heat and electricity which GSA provides for separately.

8. Finally, the question has been raised in the petition regarding the terms of the contract between CESC and the private (corporate) occupants of the building. This, of course, is private information and not under the purview of the Freedom of Information Act. All information on GSA contracts with CESC, as well as GSA policy on parking, is of course available to Agency employees as described in subparagraph 3e and paragraph 7 above.

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